

AG Contract No KR00 0379TRN
ADOT ECS File No. JPA 00-42
Project: TEA-900-6(1)P
TRACS: H4941 01C
Section: Beverly Avenue MP51.8 - 52.29

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA,
THE CITY OF KINGMAN,
AND
MOHAVE COUNTY, ARIZONA

THIS AGREEMENT is entered into 17 August, 2000
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the City of Kingman, acting by and through its Mayor and City Council (the "City"),
and Mohave County, acting by and through its Board of Supervisors (the "County")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The County is empowered by Arizona Revised Statutes Section 22-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

4. It is to the mutual advantage of the State, the City and the County to landscape certain areas, construct sidewalks and a 60 foot pedestrian bridge on Beverly Avenue (I-40 frontage road) at the following location.

From milepost 51.8 to milepost 52.29, a net distance of approximately 0.49 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

=====

NO. 24174
Filed with the Secretary of State
Date Filed: 08/17/00

Petrey Bayless
Secretary of State

By Nicky V. Greenwald

II. SCOPE OF WORK

1. The State will prepare landscape, sidewalk and pedestrian bridge architectural plans for the landscaping, sidewalk and irrigation project and submit them to the City for concurrence

2. After City concurrence of the plans, the project will be constructed by the State, using State and Federal funds, in an amount currently estimated at \$225,000 00

3. The City shall arrange to have furnished and installed in its name necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After satisfactory completion of construction, including the 365 calendar day landscaping establishment phase, the City shall maintain the sidewalks, the pedestrian bridge and the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. After satisfactory completion of construction, including the 365 calendar day landscaping establishment phase, the City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

7. The County will issue the City or the State, as applicable, the necessary temporary construction easements, rights-of-entry permits for construction and/or maintenance of the project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Kingman
City Manager
310 N. 4th Street
Kingman, AZ 86401

7. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF KINGMAN

By *Lester Byram*
LESTER BYRAM
Mayor

ATTEST

By *Charlene Ware*
CHARLENE WARE
City Clerk

STATE OF ARIZONA
Department of Transportation

By *Catherine J. Hegle*
CAHERINE J. HEGLE
Contract Administrator

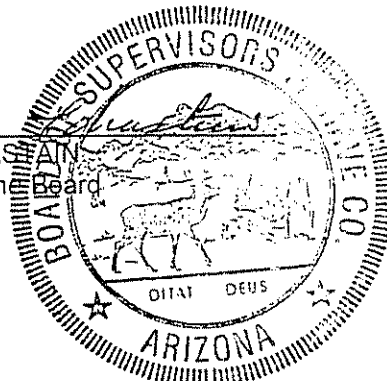


MOHAVE COUNTY, ARIZONA

By *[Signature]*
Chairman
Board of Supervisors

ATTEST

By *Pat Chastain*
PAT CHASTAIN
Clerk of the Board

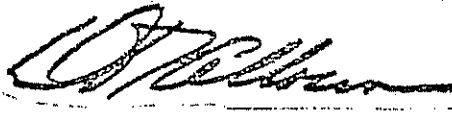


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RESOLUTION

BE IT RESOLVED on this 28th day of March 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Kingman and Mohave County for the purpose of defining responsibilities for the design, construction and maintenance of improvements to Beverly Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

CITY OF KINGMAN

RESOLUTION NO. 3524

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL
OF THE CITY OF KINGMAN, ARIZONA AUTHORIZING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF KINGMAN AND THE STATE OF ARIZONA, FOR
LANDSCAPE MAINTENANCE ALONG BEVERLY AVENUE

WHEREAS, the Arizona Department of Transportation is proceeding with the design and installation of landscaping improvements along the frontage of Beverly Avenue between mile post 51.8 and 52.29, and

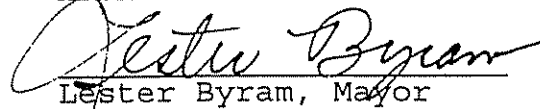
WHEREAS, it is to the mutual advantage of the State and the City to landscape this area within the right-of-way of Beverly Avenue, and

WHEREAS, it has been determined that it is in the best interest of the State and the City to enter into an agreement for the purpose of defining responsibilities for the design, construction and maintenance of the landscaping improvements.


NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Kingman, Arizona, that the City enter into the Intergovernmental Agreement with the State of Arizona for the Beverly Avenue landscaping project, and by so doing hereby authorize the Mayor to sign the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman Arizona this 1st day of May, 2000.

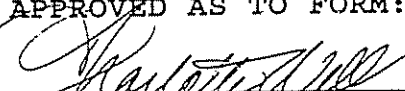
APPROVED:


Lester Byram, Mayor

ATTEST:


Charlene Ware, City Clerk

APPROVED AS TO FORM:


Charlotte Wells, City Attorney

JPA 00-42



RESOLUTION NO. 2000-301

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION, THE CITY OF KINGMAN AND MOHAVE COUNTY FOR THE PURPOSE OF DEFINING RESPONSIBILITY FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPING IMPROVEMENTS ALONG THE NORTH SIDE OF THE BEVERLY AVENUE RIGHT-OF-WAY, KINGMAN, ARIZONA.

WHEREAS, the Board of Supervisors met in Special Session this 24th day of July, 2000; and

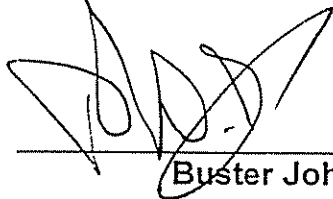
WHEREAS, Mohave County desires to enter into an Intergovernmental Agreement with the Arizona Department of Transportation and the City of Kingman for implementing and administering such project; and

WHEREAS, Mohave County is empowered to enter into this agreement by virtue of the provisions of A.R.S. § 11-251, the City of Kingman is empowered to enter into this agreement by virtue of the provisions of A.R.S. § 48-572 and the Arizona Department of Transportation is empowered to enter into this agreement by virtue of the provisions of A.R.S. § 28-401.

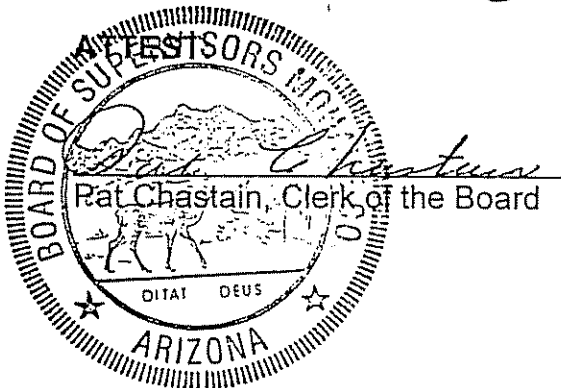
NOW, THEREFORE, BE IT RESOLVED that the County of Mohave enter into the Intergovernmental Agreement with the State of Arizona and City of Kingman for the Beverly Avenue landscaping project.

PASSED, APPROVED and ADOPTED this 24th day of July, 2000.

MOHAVE COUNTY BOARD OF SUPERVISORS



Buster Johnson, Chairman



APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 1st day of May, 2000.

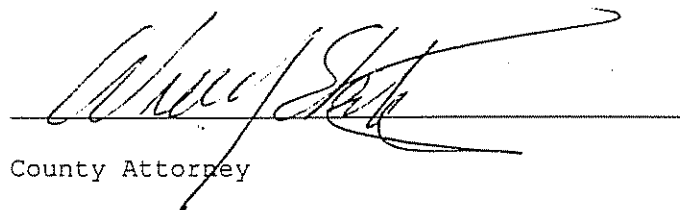
A handwritten signature in black ink, appearing to read "Charlotte J. Wells", is written over a horizontal line.

City Attorney

APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 13th day of July, 2000.


County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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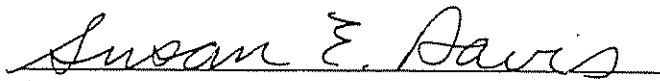
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0379TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: August 7, 2000

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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